

# PAUL HASTINGS

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September 2, 2025

## VIA ECF

Hon. Vernon S. Broderick  
United States District Court  
Southern District of New York  
Thurgood Marshall United States Courthouse  
40 Foley Square, Courtroom 518  
New York, NY 10007

**Re: *Tantaros v. Fox News Network, LLC, et al.*, No. 1:25-CV-01675(VSB)  
Fox Petitioners' Request for Leave to File Counterclaim Petition Under Seal**

Dear Judge Broderick:

Counterclaim-Petitioners Fox News Network, LLC ("Fox News"), Dianne Brandi, Irena Briganti, and Suzanne Scott (collectively, the "Fox Petitioners") hereby seek leave of Court to file under seal their Counterclaim Petition to Confirm the February 7, 2025 arbitration award issued in the arbitration between them and Counterclaim-Respondent Andrea K. Tantaros. In accordance with the Court's Rules & Practices in Civil Cases, Section 5.B, the Fox Parties submit this letter seeking the Court's approval of the Fox Petitioners' filing under seal.

The Fox Petitioners and Ms. Tantaros are parties to an arbitration pending before the American Arbitration Association. Ms. Tantaros entered into an Employment Agreement with Fox News which included an Arbitration Clause that provides "arbitration, all filings, evidence and testimony connected with the arbitration, and all relevant allegations and events leading up to the arbitration, shall be held in strict confidence." The Arbitration Clause also provided that while judgment may be entered upon the arbitrators' award in any court having jurisdiction, "***all papers filed with the court either in support of or in opposition to the arbitrators' decision shall be filed under seal.***" Breach of these confidentiality provisions by any party "shall be considered to be a material breach of" the parties' Employment Agreement.

Accordingly, the Fox Petitioners request the Court's approval to file under seal their counterclaim petition to confirm the arbitrators' award. The failure of the Fox Petitioners to make this request may be considered a material breach of the Employment Agreement. Ms. Tantaros has in fact accused other parties in related disputes of materially breaching the Employment Agreement by failing to properly file under seal information related to the arbitration. *See Tantaros v. Fox News Network, LLC, et al.*, No. 1:25-cv-00961-VSB (S.D.N.Y. Feb. 3, 2025), ECF No. 1 at 29.

The Fox Petitioners' proposed filing under seal is as narrowly tailored as possible to serve the purpose of complying with the obligations under the Employment Agreement, as is required

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under the law of this Circuit. *See Lugosch v. Pyramid Co. of Onondaga*, 435 F.3d 110, 119-20 (2d Cir. 2006). Since the counterclaim petition is a “paper[] filed with the court...in support of...the arbitrator’s decision” it “shall be filed under seal” per the Employment Agreement. The Fox Petitioners respectfully submit that there is no lesser form of protection for the counterclaim petition that would adequately balance their contractual obligations with the strong interest in public access to judicial documents.

The Fox Petitioners met and conferred with Ms. Tantaros regarding this request, and as of this filing she has failed to respond. The Fox Petitioners have filed this letter publicly, and have also filed under seal the counterclaim petition.

\* \* \*

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Paul C. Evans', with a long, sweeping horizontal stroke extending to the right.

Paul C. Evans  
for PAUL HASTINGS LLP